

**Robbins Geller
Rudman & Dowd LLP**

Chicago Melville Nashville San Diego Wilmington
Boca Raton Manhattan Philadelphia San Francisco Washington, D.C.

March 31, 2025

VIA ECF

Magistrate Judge Joseph A. Marutollo
United States District Court
for the Eastern District of New York
225 Cadman Plaza East
Courtroom N324
Brooklyn, NY 11201

Re: *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*,
No. 1:05-MD-1720 (MKB)(JAM)

Dear Judge Marutollo:

Rule 23(b)(3) Class Counsel (“Class Counsel”) writes to alert the Court to an issue related to a new third-party, Pacific Travel and Services LLC (“Pacific Travel”). Pacific Travel has: (1) been soliciting class members for claims filing without including the Court-mandated disclaimers; (2) provided false information; and (3) sought a pre-payment for “services” that appear calculated from a claimed refund amount with no basis.¹

The Class Administrator, Epiq, alerted Class Counsel to this issue on March 27, 2025 after hearing from a class member who had signed up for services and paid significant sums to this company via Zelle. The company has submitted claims on behalf of 80 merchants. According to Epiq, none of these submissions are in an approved state and most fail to comply with the rules regarding proper proof of authority.

According to Epiq:

5 are in a status of Conflict;
66 are in a status of Deficient;
2 are in a status of Excluded Party;
1 is in a status of Suspected Fraud; and
6 are in a status of Withdrawn.²

¹ We note that this is the first instance where we have seen any pre-payment required by a third-party claims filing entity. Under standard agreements, any fees are deducted from eventual recovery, not in advance.

² Class Counsel previously described the meaning of each status in its February 28, 2025 letter regarding JAM3STRO. ECF 9568.

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The communications reviewed by Class Counsel consist of a lengthy series of text messages where a person affiliated with Pacific Travel stated to the class member:

Payment Card Fee Program: Fee is 15% of the total amount of claim with \$1,500 to start work on the claim. If denied, \$1,100 will be refunded. The rest of the fee balance is paid prior to claim [being] filed. If the total amount of the claim is less than \$1,500, full refund will be issued.

The class member was then told (incorrectly) a “payout amount” that resulted in her receiving a text seeking *more than \$9,000 additional dollars*. It is not clear from the records whether this additional payment was made, but Zelle records provided show \$1,500 was sent.

Class Counsel wrote to Pacific Travel on March 28, 2025 explaining the various issues with its marketing efforts and informed the company that Class Counsel would be alerting the Court to these issues. Class Counsel requested that the company immediately refund the money class members paid to have this entity file their claims as it was based on misleading and/or false information.

Further, Class Counsel requested it provide, at its expense: (1) information to each class member explaining that the company failed to include Court-ordered disclaimer language; (2) that it lacks authority to file these claims; (3) that the Class Administrator can assist them; and (3) that Pacific Travel will be refunding the money it took from class members as the amounts charged were not based on their expected recovery.

Additionally, as it appears that there may be a language barrier with some of these merchants. Class Counsel requested that any communication be made in English and Vietnamese to ensure understanding. Despite expressing the urgency of contacting Class Counsel immediately, as of Monday, March 31, 2025, no contact has been received.³

³ On March 31, 2025, Class Counsel called a number that appears to be associated with Pacific Travel and left a voicemail. No return call was received.

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A proposed order regarding the demands to Pacific Travel including a proposal for Epiq to administratively file these claims is attached.

Respectfully submitted,

/s/ Ryan W. Marth

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/s/ Michael J. Kane

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Attachment

cc: All Counsel via ECF